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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION**

<p>IN RE:</p> <p>McCLAIN FEED YARD, INC., McCLAIN FARMS, INC. and 7M CATTLE FEEDERS, INC.,</p> <p>Debtors.<sup>1</sup></p>	<p><b>CASE NO. 23-20084-7-rlj</b></p> <p><b>(Jointly Administered Cases)</b></p> <p><b>Chapter 7</b></p>
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<sup>1</sup> The Debtors in these jointly administered Chapter cases are: (a) McClain Feed Yard, Inc. (Case No. 23-20084), (b) McClain Farms, Inc. (Case No. 23-20885) and 7M Cattle Feeders, Inc. (Case No. 23-20886). All three cases are being jointly administered under the case number for McClain Feed Yard, Inc.

**RABO AGRIFINANCE LLC’S RESPONSE TO (A) FIRST INTERIM APPLICATION OF LYNN PINKER HURST & SCHWEGMANN, LLP, (B) FIRST INTERIM APPLICATION OF FEES AND EXPENSES OF JOBE LAW PLLC, (C) SECOND AND FINAL APPLICATION OF QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER, P.C., AND (D) SECOND APPLICATION FOR ALLOWANCE OF FEES AND EXPENSES OF LAIN, FAULKNER & CO, P.C.**

Rabo AgriFinance LLC (“**Rabo**”), a secured creditor of each of Debtors (collectively, the “**McClain Debtors**”) in the above-entitled jointly administered cases, through counsel, hereby files this Response to (a) the *First Interim Application of Lynn Pinker Hurst & Schwegmann, LLC* (the “**Lynn Pinker Application**”) [Dkt. 312], (b) the *First Interim Application for Allowance of Fees and Expenses of Jobe Law PLLC* (the “**Jobe Application**”) [Dkt. 311], (c) the *Second and Final Application for Allowance of Fees and Expenses of Quilling, Selander, Lownds, Winslett & Moser, P.C.* (the “**Quilling Application**”) [Dkt. 309], and (d) the *Second Interim Application of Lain, Faulkner & Co., P.C.* (the “**Lain Faulkner Application**”) [Dkt. 310].

The Lynn Pinker Application, the Jobe Application, the Quilling Application and the Lain Faulkner Application are collectively referred to herein as the “**Pending Fee Applications**,” and the professionals who have filed the Pending Fee Applications are collectively referred to herein as the “**Applicants**.”

For its response to the Pending Fee Applications filed by the Applicants, Rabo respectfully states as follows:

1. In the Pending Fee Applications, the Applicants are requesting aggregate compensation and reimbursement of expenses totaling \$672,596.29. This comes on the heels of

prior awards from the Court totaling \$410,969.18 to the Quilling Selander and Lain Faulkner firms. Thus, if the Pending Fee Applications are allowed and paid in the amounts requested, the Court will have authorized and approved \$1,083,565.47 in professional fees to the Trustee's various retained professionals.

2. As the Court is no doubt aware, section 330(a)(1) of the Bankruptcy Code provides that the Court may award "reasonable compensation for actual, necessary services rendered by" Applicants. Section 330(a)(3)(C) specifies that, to determine whether the applicants' fees are "reasonable," the Court must consider whether the Applicants' services were "necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of," this case. Section 330(a)(4)(A)(ii) explicitly prohibits awarding fees for "services that were not (a) reasonably likely to benefit the estate; or (b) necessary to the administration of" this case. *See also In re Bird*, 577 B.R. 365, 388 (B.A.P. 10th Cir. 2017) (denying a Chapter 7 trustee and his counsel's fee applications as containing services that "were neither necessary nor beneficial to the estate.") "The burden is on the party requesting fees to establish that its request is reasonable." *In re Mkt. Ctr. E. Retail Prop., Inc.*, 730 F.3d 1239, 1246 (10th Cir. 2013).

3. Rabo has grave concerns about the amount of estate professional fees incurred in this case to date given the relatively modest activity that creditors have seen from the Trustee and his professionals; i.e., the Applicants. Indeed, to date, much of the activity that has been undertaken to obtain discovery, assert claims, and narrow and refine issues has been led by the creditors, such as Rabo and others, and not by the Trustee.

4. For example, Rabo prepared Rule 2004 motions and obtained Rule 2004 orders authorizing Rabo to serve numerous document subpoenas on various parties. Rabo then served those documents subpoenas, and voluntarily turned over tens of thousands of pages of documents produced in response to the subpoenas to the Trustee and his professionals.

5. Rabo also filed Rule 2004 motions and obtained Rule 2004 orders authorizing Rabo to conduct examinations of Meagan Goad, Jed Goad, Kinsey Moreland, Chelsea McClain and Crystal McClain, conducted those examinations in Kentucky in July of this year, and then provided copies of the examination transcripts to the Trustee and his professionals. No one actively participated in these examinations on behalf of the Trustee.

6. And Rabo, of course, is the party that filed and has been prosecuting the Dealer Trust adversary proceeding (Adv. No. 23-2005) in an attempt to get a handle on the over \$120 million in alleged Dealer Trust claims. Rabo has already successfully eliminated tens of millions of dollars in Dealer Trust claims by seeking and obtaining default judgments against numerous non-responding defendants. Further, as the Court is aware, Rabo has moved for partial summary judgment asking the Court to disallow on a final basis all of the Dealer Trust claims that the USDA previously determined were presumptively invalid. While that motion is currently under advisement, if the Court were to grant the motion that would leave less than \$3 million in remaining Dealer Trust claims to resolve.

7. Several months ago, Rabo's counsel sent a letter to the Trustee's counsel outlining a number of very colorable claims the Trustee had against various McClain insiders, including Chelsea McClain, Crystal McClain, Kristin McClain and Piper McClain. A copy of

that letter, which contained detailed information regarding outlining the claims and the evidence supporting the insider claims, is attached hereto as Exhibit “A.”

8. To date, the Trustee has not pursued any of these insiders despite the fact that Rabo has provided the Trustee and his professionals with all of the facts necessary to do so, and more troublingly the Trustee has recently indicated that he may never pursue the claims.

9. In short, before approving the Pending Fee Applications, the Court must convince itself that the fees requested by the Applicants are reasonable, considering the nature, extent and value of the services provided, and taking into account all other relevant factors, including those factors outlined in Section 330(a)(3)(A)-(F).

10. Another concern Rabo has regarding these Pending Fee Applications is the administrative burn rate that is occurring in this case. One factor courts consider in deciding whether to allow interim compensation is whether there is a “continuing need for funds to pay the necessary administrative expenses likely to be incurred in completing the administration of the case.” *In re Com. Consortium of California*, 135 B.R. 120, 125 (Bankr. C.D. Cal. 1991); *In re Four Star Terminals, Inc.*, 42 B.R. 419, 440 (Bankr. D. Alaska 1984) (“Another factor to be considered in determining the amount of interim compensation to be paid is whether there will be sufficient assets to cover all expenses of administration.”).

11. Here, the Trustee and his professionals have suggested that there is substantial work yet to be done, and that these cases are only in their infancy. Indeed, the Trustee has sought and obtained a stay of litigation involving numerous of the parties involved in these cases and, in doing so, has (a) taken the position that many of the claims being asserted by the parties

are claims belonging to the bankruptcy estate, and (b) repeatedly reminded the Court that his deadline to assert avoidance and other claims on behalf of the estate does not run until April of 2025, or two years from the date of the Debtors' Chapter 7 filings.

12. The Court should be legitimately concerned about whether there will be sufficient funds in the estate to pay all allowed administrative claims in full when this case concludes. The only funds held by the Trustee that are arguably held by the Trustee free and clear are the remainder of the \$3 million in life insurance settlement proceeds that the Trustee obtained from the settlement with Meagan Goad and Kinsey Moreland. And even those funds are not indisputably held free and clear. The life insurance policies that generated the life insurance proceeds were paid by the Debtors, and Rabo of course had a blanket lien on all assets of the Debtors, including the Debtors' cash collateral that funded the premiums.

13. But even assuming the life insurance settlement proceeds are held free and clear by the estate, it is a virtual certainty given that the estate has already incurred almost \$1.1 million in administrative fees by the Applicants that the ultimate amount of potential administrative fees that will be requested by the Applicants could easily meet or exceed the remaining life insurance settlement proceeds.

14. Moreover, in addition to its concerns about whether all of the services rendered by the Applicants were reasonable given the current status of this case and whether there will be sufficient funds in the estate at the end of the day to pay all allowed administrative claims in full, Rabo also has concerns about the estate having to pay two separate law firms for potentially duplicative services.

15. “A debtor’s estate should not bear the burden of a duplication of services, and such duplication should be avoided by counsel on their own initiative and, if nevertheless documented by the record, disallowed by the court as ‘unnecessary . . .’” *In re Liberal Market, Inc.*, 24 B.R. 653, 664-65 (Bankr. S.D. Ohio 1982). Indeed, Section 330(a)(4)(A)(i) of the Bankruptcy Code expressly states that “the court shall not allow compensation for unnecessary duplication of services.”

16. On June 30, 2023, the Trustee filed a motion seeking to employ the Quilling Selander firm as special counsel, with Mr. Jobe “as the primary counsel,” and indicated that he chose that firm after having spent “considerable time investigating professionals that have prior experience in similar cases and have current capabilities to provide the Trustee with a litigation plan to identify and recover potential claims of the estate.” [Dkt. 69] The Court granted the Trustee’s motion on July 6, 2023. [Dkt. 75]

17. Thereafter, Mr. Jobe left the Quilling Selander firm to start his own firm. Because Mr. Jobe was apparently the “main contact” at that firm, the Trustee filed a motion on August 13, 2024 to employ Jobe Law PLLC as special counsel. [Dkt. 277] In filing this Motion seeking to employ Mr. Jobe, the Trustee again represented that he had “spent considerable time investigating professionals that have prior experience in similar cases and have current capabilities to provide the Trustee with a litigation plan to identify and recovery potential claims of the estate.” [*Id.*] The Court granted the Trustee’s motion on August 14, 2024.

18. On August 13, 2024, the same date that he filed his motion to employ Mr. Jobe as special counsel, the Trustee also filed a separate motion to employ the Lynn Pinker firm as

special counsel. [Dkt. 278] In filing this motion, the Trustee again represented that that he had “spent considerable time investigating professionals that have prior experience in similar cases and have current capabilities to provide the Trustee with a litigation plan to identify and recovery potential claims of the estate.” [*Id.*] The Trustee also acknowledged his acute awareness “of the potential for duplicative time spent in the transition from one firm to another,” and also noted that Mr. Jobe would be “the primary counsel regarding the Ponzi scheme in this matter,” while Lynn Pinker would be “the primary counsel regarding matters other than the Ponzi scheme in this matter.” [*Id.*] The Court granted the Trustee’s motion on August 14, 2024.

19. As an initial matter, and particularly given the Trustee’s concerns about unnecessary duplication in having multiple firms representing the estate which Rabo also shares, it is not at all clear why the Trustee needs two different law firms to serve as special counsel in this case, when originally one law firm—Quilling Selander—was engaged to handle everything. Is either the Jobe firm or the Lynn Pinker firm incapable of providing all of the legal services that the Quilling Selander could provide? And, even if there was a reason to engage the Jobe firm to handle the Ponzi scheme aspects of the case, why didn’t the work that the Lynn Pinker firm is apparently now doing stay with the Quilling Selander firm?

20. Furthermore, having reviewed the billing invoices attached to the Jobe and Lynn Pinker Applications, it appears there has been duplication of services not only in what Jobe Law and Lynn Pinker has been doing, but also amongst the professionals at Lynn Pinker. In fact, there are entries where two or three Lynn Pinker professionals seem to be billing for the same things, including corresponding with each other about the case.



21. Attached as Exhibit “B” are excerpts from the invoices attached to the Jobe and Lynn Pinker Applications, with the entries that raise at least concerns about duplication being highlighted for ease of reference. The Court should at least require those firms to justify these entries as not being duplicative before approving their applications in full. *See In re Sarkis Invs. Co., LLC*, 2019 WL 9243005, at \*24 (Bankr. C.D. Cal. Sept. 5, 2019) (“The court finds that the above billing entries were unnecessarily duplicative and that the estate should not have been double billed for both professionals’ time at these conferences because only one attorney was needed to appear. Accordingly, the court disallows one of each of the two duplicative billing entries for frequent conferences, usually for the smaller amount, and the similar entries as set forth in Table 7, Table 8, and Table 9 in the attached Exhibit A.”).

22. A further potential concern Rabo has regarding the Applications is the possibility that in the Quilling Selander Application, the Quilling Selander firm may be requesting approval of its fees and expenses on a final basis. The Quilling Selander Application expressly uses the words “second and final application.” To the extent Quilling Selander is requesting interim allowance of the last and final fee application it will be filing, Rabo has no objection to the Court allowing all fees and expenses requested in the Quilling Selander Application on an interim basis. However, final allowance of any fees and expenses—including those requested in the Quilling Selander Application—should wait until the end of the case to insure there are enough funds to pay all allowed administrative claims in full, and any awards should only become “final” upon approval of a final report at the conclusion of the case. *See In re NETtel Corp.*, 2020 WL 2047965, \*19 (Bankr. D.D.C. 2020) (bankruptcy court has authority until approval of a

final report “to order disgorgement of payments under interim orders to assure compliance with § 726(b)”).

23. Based upon the foregoing, Rabo respectfully requests the following relief as it relates to the Pending Fee Applications:<sup>2</sup>

A. First, that the Court satisfy itself that all fees requested in all Pending Fee Applications are compensable under Section 330 of the Bankruptcy Code, including by finding that all requested fees are reasonable under the applicable legal standards and that they were necessary to the administration of the estate, or beneficial at the time at which the service was rendered toward the completion of this case.

B. Second, that the Court satisfy itself that there has been no improper duplication of services which would result in the estate being charged more than it should have been charged for legal services, including duplication in services between the services rendered by the Jobe firm and the services rendered by the Lynn Pinker firm, and also between the various professionals of Lynn Pinker who have been working on this matter.

C. Third, with respect to all compensation awarded under the Pending Fee Applications, the Court should expressly direct that such compensation is interim only, that the Court’s award is subject to revision at any time prior to any awards becoming final, and that any

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<sup>2</sup> While a relatively minor issue, Rabo notes that the Lynn Pinker Application also requests \$630.00 in compensation for services performed on July 12, 2024. This is outside the 30-day window established by Local Rule 2014-1 for retroactive approval of employment, as the motion to approve Lynn Pinker’s employment was not filed until August 13, 2024.

and all interim compensation awarded and paid in this case may be subject to disgorgement if the estate becomes administratively insolvent.

24. Fourth, the Court should make clear in any order approving the Pending Fee Applications that any funds paid to the Applicants will come solely from the remaining amount of life insurance proceeds the Trustee recovered from the various McClain family members, and not from any other sources.

DATED this 6<sup>th</sup> day of December, 2024.

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/s/ Michael R. Johnson

Michael R. Johnson

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**CERTIFICATE OF SERVICE**

I hereby certify that on December 6, 2024, the foregoing document was filed with the Clerk of the Court in each of the foregoing Chapter 7 cases using the CM/ECF system, which sent notice of electronic filing to all electronic filing users in each case.

/s/ Michael R. Johnson

Michael R. Johnson

# EXHIBIT A

RAY QUINNEY & NEBEKER

September 27, 2024

**VIA EMAIL AND REGULAR MAIL**

Kent Ries, Trustee  
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Re: *In re McClain Feed Yard, Inc., In re McClain Farms, Inc. and In re 7M Cattle Feeders, Inc., Case No. 23-20084-rlj (Jointly Administered); Demand for Pursuit of Claims Against Crystal McClain, Chelsea McClain, Piper McClain and Kristin McClain*

Dear Kent:

As you know, the McClain bankruptcy cases have been pending since April 28, 2023; nearly a year and a half. As you also know, Rabo has been active in the McClain bankruptcy cases from the very beginning and has expended a substantial amount of money and effort conducting Rule 2004 discovery (both document discovery and Rule 2004 examinations) that has provided critical information for you as the Trustee of the McClain bankruptcy estates.

Among the discovery that Rabo has obtained and shared with you are (a) the records Rabo obtained from various insurance companies who insured Brian McClain's life, (b) the records regarding Brian's divorce from his former wife Crystal McClain and the financial obligations Brian was required to assume arising from that divorce case, and (c) the transcripts of the Rule 2004 examinations that Rabo conducted in July in Kentucky of Crystal McClain,

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A PROFESSIONAL CORPORATION

Chelsea McClain, Meagan Goad, Jed Goad, and Kinsey McClain.<sup>1</sup> In fact, as a direct result of the information that Rabo uncovered and provided to you at its cost, you learned early on in the case that Meagan and Kinsey had each received \$3,388,688.00 in life insurance proceeds after Brian passed away, for a total of \$6,777,336.00 in life insurance proceeds. And you also learned that the McClain entities, not Brian McClain personally, had funded all of the premiums for the life insurance policies that paid out those insurance settlements. As a result thereof, you entered into and obtained court approval of a settlement with Meagan and Kinsey whereby each of them paid to you, for the benefit of the estate, \$1,500,000.00, for a total settlement of \$3,000,000.00. As part of the motion you filed seeking approval of the settlement, you stated that, in addition to recovering a substantial portion of the overall policy proceeds from Meagan and Kinsey, Meagan and Kinsey had agreed to “aid the Trustee in his administration of the estate, including pursuit of claims against third-parties.” [Dkt. 147, pg. 6] You also articulated all of the things that Meagan and Kinsey had agreed to do as part of the “cooperation obligation,” and noted that “the cooperation obligation will aid in a more efficient investigation and higher recovery of claims against third-parties, which will benefit the estate.” [*Id.*, pg. 8; Dkt. 162] In short, there were two critical components to the settlement you reached with Meagan and Kinsey regarding the life insurance proceeds they received, both of which you believed were substantially beneficial to the estate. The first was the \$3,000,000.00 in total payments the estate would receive from the settlement. The second was the “cooperation obligation” that Meagan and Kinsey agreed to as additional consideration for the settlement.

As you know both from the documents that Rabo has turned over to you as a result of its Rule 2004 discovery and as a result of the examinations that Rabo took in July, the bankruptcy estate also has the following compelling avoidance claims against the following McClain insiders:

- Chelsea McClain: Chelsea McClain, Brian’s widow, received \$980,000.00 in life insurance proceeds when Brian died, which proceeds were paid from a life insurance policy at Prudential that the McClain Debtors entirely funded (Meagan and Kinsey also received proceeds from the Prudential policy).

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<sup>1</sup> Rabo also of course paid to secure possession of all records of the McClain Debtors when Brian McClain committed suicide and cattle and other property was being removed, so that those records would not be lost, concealed or destroyed. It then provided, at its cost, images of all those records and, when you asked for their return, Rabo paid to send them back to you. Many of these records likely would not be unavailable had it not been for Rabo’s efforts.

- Kristin McClain: Kristin McClain is one of Brian's daughters with his ex-wife Crystal. Kristin also received \$3,388,688.00 in insurance proceeds (the same amount as Meagan and Kinsey) under the same seven insurance policies identified in your settlement agreement with Meagan and Kinsey.
- Piper McClain: Piper McClain is one of Brian's daughters with his ex-wife Crystal. Piper also received \$3,388,688.00 in insurance proceeds (the same amount as Meagan and Kinsey) under the same seven insurance policies identified in your settlement agreement with Meagan and Kinsey.
- Crystal McClain: Crystal McClain is Bryan's ex-wife. Pursuant to the Marital Settlement Agreement, dated September 11, 2020, entered in their divorce case, Brian was ordered to make periodic cash payments to Crystal totaling \$1,700,000.00 as a "buy out" of Crystal's interest in the McClain Debtors and other marital assets. He also was ordered to obtain a life insurance policy naming Crystal as beneficiary to guarantee the \$1.7 million in payments in the event Brian should pass away. In 2021 and 2022, Brian caused McClain Farms to issue several checks to Crystal on both the McClain Farms CFSB account and the McClain Farms Mechanics Bank account totaling \$1,150,000.00. Crystal admitted receiving these payments, drawn on the McClain Farms bank accounts, during her Rule 2004 examination. Crystal also admitted during her Rule 2004 examination that she also received \$550,000.00 in life insurance proceeds, which proceeds were paid from the Cincinnati Life Policy that Brian obtained after the divorce (Meagan, Kinsey, Piper and Kristin also received proceeds under this policy).

As the foregoing illustrates, the bankruptcy estate clearly has compelling Chapter 5 avoidance claims against Chelsea, Kristin, Piper and Crystal having a total face value of no less than \$9,457,376.00 (\$980,000.00 + \$3,388,688.00 + \$3,388,688.00 + \$1,700,000.00). For some reason, however, you have yet to pursue these very meritorious claims, despite acknowledging their validity in numerous prior discussions. The legal theories regarding the life insurance payments made to these McClain insiders would be the very same legal theories you used to obtain a \$3,000,000.00 settlement with Meagan and Kinsey. You obtained a 44.265% recovery on the life insurance proceeds paid to Meagan and Kinsey and, given that you would not need a "cooperation obligation" from Chelsea, Kristin, Piper or Crystal, the settlement value of the life insurance claims against these McClain insiders would obviously exceed that percentage.



With respect to claims against Crystal related to the \$1,150,000.00 in cash she received from McClain Farms, those payments are clearly avoidable under (among other legal theories) Section 548(a)(1)(B) of the Bankruptcy Code. McClain Farms received no value from Crystal in return for these transfers, let alone reasonably equivalent value as required by the Code. McClain Farms, a fraudulent enterprise that was engaged in both a Ponzi scheme and a check-kiting scheme, was clearly insolvent when the payments were made.

While Rabo acknowledges that a Chapter 7 trustee such as yourself has an outside date of two years from the Petition Date to assert avoidance claims under Section 546(a) of the Bankruptcy Code, the fact that you have not already asserted these very meritorious claims against Chelsea, Kristin, Piper and Crystal is extremely troubling. Unlike potential avoidance or other claims the estate may assert in this case against large corporate defendants such as Mechanics Bank and CFSB, which claims would be fully collectable regardless of when they are asserted, the fact that you have delayed asserting these claims against these individuals could substantially prejudice and harm the bankruptcy estate and the creditors you are supposed to be looking out for. It has been over a year since the life insurance payments were made, and it has been several years since Crystal received the direct payments from McClain Farms. Who knows what these insiders have done with the funds since they received them. They may have been dissipated. They may have been used to acquire assets that would now be exempt. Or they may have been transferred to third parties. In any event, it is clear that, because of the inexplicable delay in asserting these claims, it will now be more difficult to actually turn these claims into cash recoveries that could be used to compensate the victims of the McClain Debtors' fraud, including Rabo.

Further, these are not the only compelling claims the estate has against the McClain insiders. As you know, your settlement with Meagan and Kinsey and their husbands expressly limited the releases they received to releases of claims related to the insurance proceeds they received, and any claims against Meagan or Kinsey for receipt of annual salaries of \$60,000.00 or less. All other claims were preserved.

We provided to you many months ago several excel spreadsheets listing the non-wage monetary transfers that the McClain Debtors made to various insiders, including Meagan, her husband Jed Goad, Jed's company JLE Trucking, and Kinsey. Those excel spreadsheets show as follows:

- Between January 2, 2018 and April 7, 2023, Kinsey received \$31,898.94 in non-payroll transfers from the McClain Farms Mechanics Bank account, and \$80,949.86 from the McClain Farms CFSB account, for total non-payroll transfers of \$112,848.80;

- Between February 5, 2018 and April 19, 2023, Meagan received \$200,000.12 from the McClain Farms Mechanics Bank account, \$1,129,338.28 from the 7M Cattle Feeders Mechanics Bank account, \$2,411,525.30 from the McClain Feedyard Mechanics Bank account, and \$162,400.87 from the McClain Farms CFSB account, for total non-payroll transfers of \$3,903,264.57;
- Between March 1, 2019 and March 31, 2023, Jed Goad received \$88,368.76 from the McClain Farms Mechanics Bank account, \$14,613.51 from the 7M Cattle Feeders Mechanics Bank account, and \$156,057.02 from the McClain Farms CFSB account, for a total of \$262,614.31; and
- Between February 21, 2018 and March 31, 2023, JLE Trucking received transfers \$5,026,942.55 from the McClain Farms Mechanics Bank account and \$3,270,659.10 from the McClain Farms CFSB account, for a total of \$8,947,762.21.

During their Rule 2004 examinations, Meagan and Kinsey did not provide any reasonable justification or explanation for the non-payroll transfers they received. In fact, at least as it relates to Meagan, it became crystal clear during the examination that she was an active participant in the fraudulent McClain enterprise and that money was being transferred by the McClain Debtors to her, and from her back to the McClain Debtors, in order to prop up and perpetuate the fraud and the check-kiting scheme. As an example of that, Meagan signed on behalf of McClain Feedyard a wire transfer form on January 23, 2023 (just a few months before the bankruptcy filing) and thereby initiated a \$448,981.43 wire from the McClain Feedyard account at Mechanics Bank to her personal account at First Kentucky Bank. During her examination, Meagan testified that she had no paperwork to support the transaction, and that “Brian had all the paperwork.” She also testified that “I would write him a check. He would wire me the money back.”

Because Meagan was an active participant in the McClain Debtors’ fraudulent activities, the entirety of all transfers she received are recoverable, and she is not entitled to any “credit” for the money she sent back to the McClain Debtors as a person who acted in good faith. But even if she were entitled to credits, she received \$3,903,264.57 from the McClain Debtors and she only returned \$2951,666.09 back to the McClain Debtors, and was a “net winner” in the amount of \$951,598.48.

As it relates to Jed Goad and his company JLE Trucking, some of the funds paid to him may have been for legitimate reasons, such as the transportation and hauling of cattle. However, Mr. Goad has only supplied two years of trucking records going back to 2021 and has provided nothing to support the payments that he and/or JLE received between 2018 and 2020. Further, Mr. Goad did not have a credible explanation for some of the large cash transfers that he personally received from the McClain Debtors.

Rabo is the largest creditor of the McClain Debtors' bankruptcy estates. Rabo has repeatedly asked you to pursue additional claims against the McClain insiders, including the claims highlighted in this letter. Rabo has also repeatedly stressed the need to timely pursue these claims so that the funds these McClain insiders received are not dissipated, lost, or converted into exempt assets. Thus far, Rabo's requests have fallen on deaf ears. Notably, your new counsel seems openly hostile to Rabo for inexplicable reasons and unwilling to work with us in good faith to resolve issues. He has also continued to exhibit disinterest in pursuing the obvious claims detailed in this letter. This unwarranted escalation and failure to pursue claims has brought my client's patience to an end.

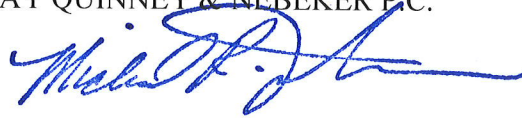
As you likely are aware, both Judge Jernigan, in *In re Cooper*, 405 B.R. 801 (Bankr. N.D. Tex. 2009), and Judge Jones, in *In re Wilson*, 527 B.R. 253 (Bankr. N.D. Tex. 2015), held that, in Chapter 7 cases, a creditor or other third party generally may not be granted derivative standing to pursue avoidance actions on behalf of the bankruptcy estate. In both decisions, however, Judges Jernigan and Jones noted that, if a Trustee fails to exercise his or her fiduciary duty to pursue valuable and meritorious avoidance actions, then a creditor or other party in interest may file a motion asking the Bankruptcy Court to compel the trustee to act, or alternatively to ask the Bankruptcy Court to remove the trustee and appoint a new trustee to pursue the claims.

Rabo demands that you either file claims against the McClain insiders or settle and resolve the claims and file a Rule 9019 motion to approve by October 31, 2024. If you fail to do so, Rabo will have no choice but to bring this matter to the attention of Judge Jones.

Thank you. Please let me know if you would like to discuss this matter further.

Sincerely,

RAY QUINNEY & NEBEKER P.C.



Michael R. Johnson

MRJ/mj

cc: RAF Team (via email only; w/out encls.)  
Heath Hendricks, Esq.  
Matthew Cannon, Esq.

## EXHIBIT B

## INVOICE

### Jobe Law PLLC

6060 N Central Expy  
Ste 500  
Dallas, TX 75206-5249

hjobe@jobelawpllc.com  
+1 (214) 807-0563  
www.jobelawpllc.com

### Bill to

McClain Feedyard - Investigation of Claims

### Invoice details

Invoice no.: 1018

Invoice date: 11/15/2024

Due date: 12/15/2024

Date	Description	Qty	Rate	Amount
07/10/2024	Review/revise LP engagement terms, follow up on same(.6). (HJ)	0.6	\$400.00	\$240.00
07/15/2024	Review documents and case issues in preparation for depositions of KY family members(1.6); Attend initial deposition(1.0); Review related documents to transfers and operations(.8); Attend second deposition of KY family members(1.0). (HJ)	4.4	\$400.00	\$1,760.00
07/16/2024	Review documents in preparation for Goad deposition and attend deposition(4.5); Review rabo discovery documents, respond to Rabo re same and objections thereto(1.2); Review and organize prior Rabo production(.9). (HJ)	6.1	\$400.00	\$2,440.00
07/18/2024	Call with LF re documents and financial analysis (1.0); Research and analysis of [REDACTED] (.8); Work on outline of outstanding documents(.7); Review updated DB records from LF(1.5). (HJ)	4	\$400.00	\$1,600.00
07/19/2024	Review and organize relevant file documents for transmission to LP for follow up on discovery matters and potential [REDACTED] suits(2.2). (HJ)	2.2	\$400.00	\$880.00
07/21/2024	Review various issues and arguments concerning Rabo [REDACTED] outline same for LP follow up(1.4). (HJ)	1.4	\$400.00	\$560.00
07/23/2024	Conference with litigation counsel on case background(.9); Lengthy review and outline of case background and documents for special counsel use of evaluating certain claims and parties(3.0).	3.9	\$400.00	\$1,560.00

07/23/2024	Review/revise Rabo Motion to Compel(1.7). (HJ)	0.7	\$400.00	\$280.00
07/26/2024	Review/revise Rabo Motion to Compel(1.7). (HJ)	0.7	\$400.00	\$280.00
07/30/2024	Review Rabo discovery motion, prepare NOH and coordinate setting with parties(.7). (HJ)	0.7	\$400.00	\$280.00
07/31/2024	Additional review and analysis of Riley documents, outline search and tag terms, follow up with discovery review team on same(3.5). (HJ)	3.5	\$400.00	\$1,400.00
08/01/2024	Outline issues and instructions for Riley review/sort by invoice type, coordinate same with document review team(1.8). (HJ)	1.8	\$400.00	\$720.00
08/02/2024	Lengthy review and analysis of bank and accounting firm productions, outstanding bank and accounting firm discovery, and related case documents(3.0); Follow up with accountants and counsel on same(.2) (HJ)	3.2	\$400.00	\$1,280.00
08/05/2024	Coordinate amended setting on Rabo discovery motion, prepare amended NOH(.5); Continue working with parties on Rabo review and discover dispute issues(2.0). (HJ)	2.5	\$400.00	\$1,000.00
08/07/2024	Several correspondence and conferences with parties on Rabo and Carr Riggs discovery materials(1.5). (HJ)	1.5	\$400.00	\$600.00
08/08/2024	Review outline of Rabo production, review Rabo materials, and outline additional items to add for Rabo discovery(1.5); Continue review and analysis of Riley production and information relevant to purchases and sales(2.0); Update discovery index on same(.9); Several correspondence and conferences with parties on outstanding discovery issues(1.0). (HJ)	5.4	\$400.00	\$2,160.00
08/09/2024	Review documents in preparation for conference with discovery review team on outstanding discovery review(.5); Conference with parties on same(.7). (HJ)	1.2	\$400.00	\$480.00
08/14/2024	Review lengthy draft LP memo on possible claims and related issues(.5); Review prior briefing and prepare updated analysis of various issues in connection with [REDACTED] claims(2.0); Conference and correspondence [REDACTED] [REDACTED] issues(.5); Conference with Trustee on various case issues (.5). (HJ)	3.5	\$400.00	\$1,400.00
08/15/2024	Review [REDACTED] emails with counsel on same(.5). (HJ)	0.5	\$400.00	\$200.00
08/16/2024	Initial review of probate pleadings and analysis of potential claims/issues(1.5); Initial review of indexed	2.5	\$400.00	\$1,000.00



## LYNN PINKER HURST & SCHWEGMANN, L.L.P.

2100 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
Phone: 214.981.3800  
www.lynnllp.com

Invoice # 20243162  
Date: 08/20/2024  
Due On: 09/19/2024

Kent Ries  
Law Office of Kent Ries  
P.O. Box 3100  
Austin, TX 79116

**(5707-00001) Ries: In Re McClain Farms, Inc.; In Re McClain Feed Yard, Inc.; and In Re 7M Cattle Feeders, Inc.**

**In Re McClain Farms, Inc.; In Re McClain Feed Yard, Inc.; and In Re 7M Cattle Feeders, Inc.**

Client Reference Number:

### Services

Date	TK	Description	Hours	Total
07/12/2024	AD	Teams meeting with Messrs. Ries, Jobe and Rae regarding [REDACTED]	1.40	\$630.00
07/15/2024	AD	Telephone conference with Mr. McClain regarding case background.	0.30	\$135.00
07/15/2024	AD	Email to Messrs. Jobe and Faulkner regarding [REDACTED]	0.10	\$45.00
07/16/2024	WG	File and document management (1.0); prepare index and electronic notebook for team discussion (1.3).	2.30	\$460.00
07/16/2024	AD	Telephone conference with Mr. Jobe regarding [REDACTED]	0.20	\$90.00
07/16/2024	AD	Review email from Mr. Jobe regarding Rabo discovery.	0.20	\$90.00
07/17/2024	WG	Prepare notebook for Mr. Dabdoub containing key documents for team discussion regarding strategy (1.0);	3.00	\$600.00



		prepare notebook for Mr. Sode containing key documents for team discussion regarding strategy (1.0); prepare notebook for case file containing key documents for team discussion regarding strategy (1.0).		
07/18/2024	PCS	Case team strategy meeting regarding motion to compel for service on Rabobank (0.7).	1.20	\$420.00
		Case synopsis discussion with Ms. Gillaspie regarding key issues, potential defendants, and documents (0.5).		
07/18/2024	AD	Telephone conference with Messrs. Rae and Jobe regarding cash tracing.	1.10	\$495.00
07/18/2024	AD	Analysis of █████ documents.	0.50	\$225.00
07/18/2024	AD	Analysis of █████ privilege issue.	0.50	\$225.00
07/18/2024	WG	Extract files received from Lain Faulkner and maintain in case file (0.6); meet and confer with Mr. Sode regarding case (0.3); review and maintain attorney notes regarding case development received from Mr. Dabdoub (0.2).	1.10	\$220.00
07/19/2024	WG	Review email from Hudson Jobe (0.2); prepare for meeting with Mr. Dabdoub to discuss document review and production (0.5); meeting regarding the above (0.3).	1.00	\$200.00
07/19/2024	AD	Analysis of background documents.	1.00	\$450.00
07/19/2024	AD	Telephone conference with Mr. Jobe regarding status.	0.20	\$90.00
07/22/2024	PCS	Analyze documents and other materials transmitted from bankruptcy counsel to establish key facts and issues in matter in connection with motion to compel discovery from Rabo and Focus (4.1).  Begin drafting and revising motion to compel discovery from Rabo and Focus, specifically factual background and beginning of legal argument (2.7).	6.80	\$2,380.00
07/22/2024	WG	Review email from Hudson Jobe regarding index and labeling documents, access and download all files in the various links, structure the documents (1.2); schedule call with Mr. Jobe to discuss index and documents (0.1); extensive analysis of recently received case files to determine document management and organization for the purpose of indexing and document preparation for upcoming productions, draft spreadsheet providing outline of folders, sub-folders and the contents for case development (5.9); prepare outline of questions for conference call with Mr. Jobe scheduled for tomorrow (0.5).	7.70	\$1,540.00
07/22/2024	AD	Analysis of █████ issues.	0.50	\$225.00
07/22/2024	AD	Teams meeting with Messrs. Ries, Jobe and Rae regarding case status and next steps.	1.00	\$450.00

07/22/2024	AD	Exchange emails with Mr. Jobe regarding [REDACTED]	0.20	\$90.00
07/23/2024	PCS	Continue drafting and revising motion to compel, specifically legal arguments about privilege, undue burden, overbreadth, confidentiality, relevance, Bankruptcy Rule 2004, and generally applicable court rules (3.9).  Analyze legal authorities pertinent to foregoing objections for purpose of synthesizing briefing points (3.2).  Email correspondence with case team regarding motion to compel (0.2).	7.30	\$2,555.00
07/23/2024	WG	Prepare for meeting and revise outline of questions regarding indexing and document review, additional revisions to spreadsheet (1.1); conference call with Mr. Hudson and Mr. Dabdoub (1.0).	2.10	\$420.00
07/23/2024	AD	Attention to Rabo documents.	1.00	\$450.00
07/23/2024	AD	Conference with Mr. Jobe and Ms. Gillaspie regarding indexing and document management.	1.00	\$450.00
07/23/2024	AD	Review email from Mr. Jobe regarding protective order.	0.10	\$45.00
07/24/2024	WG	Perform further analysis of files outlined on the spreadsheet per discussion with team, identify duplicates, revise to exclude electronic documents and determine file size of documents to be reviewed for database (2.0); call with Lino Gonzalez at Pinnacle to confirm pricing for the calculated file size (0.2); email to Hudson Jobe providing details of the document review database and the updated spreadsheet (0.1).	2.30	\$460.00
07/24/2024	PCS	Finalize first draft of motion to compel and supporting appendix and circulate to case team for pre-circulation review (1.1).	1.10	\$385.00
07/24/2024	AD	Edit Motion to Compel Production of Documents from Rabo.	3.50	\$1,575.00
07/26/2024	WG	Review of Appendix in comparison with the brief to ensure ready for filing (0.2); review rules to determine response deadline and analyze for future filings (0.4).	0.60	\$120.00
07/26/2024	AD	Telephone conference with Mr. Jobe regarding motion to compel Rabo to produce documents.	0.20	\$90.00
07/26/2024	AD	Final review for filing of motion to compel Rabo to produce documents.	0.50	\$225.00
07/29/2024	WG	Follow-up email to Hudson Jobe regarding the document review platform.	0.10	\$20.00
07/30/2024	WG	Access court portal and add Mr. Sode and myself on the service list (0.2); call with Bankruptcy Division to ensure the above (0.2); begin downloading, reviewing and maintaining files received from Hudson Jobe in the case file (1.0);	1.60	\$320.00

		review setting of hearing on Trustee's Motion to Compel and pull Judge Jones' Hearing Dates and Calendar for inclusion on the entry, revise calendar accordingly (0.2).		
07/30/2024	AD	Telephone conference with Mr. Jobe regarding hearing on motion to compel Rabo.	0.10	\$45.00
07/30/2024	AD	Review Notice of Hearing on motion to compel Rabo.	0.10	\$45.00
07/31/2024	WG	Attention to email regarding re-noticing of hearing on Trustee's Motion to Compel, note accordingly on calendar (0.1); continue extensive analysis of files received from Mr. Jobe, identify corrupt files and re-download, determine file size of documents associated with Riley Livestock (2.0); call with Mr. Jobe (0.2).	2.50	\$500.00
07/31/2024	AD	Telephone conference with Mr. Jobe regarding status.	0.10	\$45.00
Services Subtotal				\$16,810.00

### Expenses

Date	Description	Quantity	Price	Total
07/31/0024	Postage	1.00	\$11.70	\$11.70
07/31/0024	Westlaw research for Julu 2024.	1.00	\$1.22	\$1.22
Expenses Subtotal				\$12.92

Time Keeper	Position	Hours	Rate	Total
Alan Dabdoub	Partner	13.8	\$450.00	\$6,210.00
Campbell Sode	Associate	16.4	\$350.00	\$5,740.00
Whitney Gillaspie	Paralegal	24.3	\$200.00	\$4,860.00
Subtotal				\$16,822.92
Total				\$16,822.92

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20243592	10/19/2024	\$69,984.40	\$0.00	\$69,984.40

20244063	11/14/2024	\$56,564.76	\$0.00	\$56,564.76
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**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20243162	09/19/2024	\$16,822.92	\$0.00	\$16,822.92
Outstanding Balance				\$143,372.08
Total Amount Outstanding				\$143,372.08

Please make all amounts payable to: LYNN PINKER HURST & SCHWEGMANN, L.L.P.  
Tax ID 75-2507536

Please pay within 30 days.





## LYNN PINKER HURST & SCHWEGMANN, L.L.P.

2100 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
Phone: 214.981.3800  
www.lynnllp.com

Invoice # 20243592  
Date: 09/19/2024  
Due On: 10/19/2024

Kent Ries  
Law Office of Kent Ries  
P.O. Box 3100  
Austin, TX 79116

**(5707-00001) Ries: In Re McClain Farms, Inc.; In Re McClain Feed Yard, Inc.; and In Re 7M Cattle Feeders, Inc.**

**In Re McClain Farms, Inc.; In Re McClain Feed Yard, Inc.; and In Re 7M Cattle Feeders, Inc.**

Client Reference Number:

### Services

Date	TK	Description	Hours	Total
08/01/2024	KER	Meet with Mses. Gillaspie, Lawrence, and Lopez to discuss search terms and case background for review of produced documents.	0.50	\$150.00
08/01/2024	WG	Prepare link containing zip files confirmed for review on DISCO (1.0); confer with Lino Gonzales at Pinnacle confirming pricing of the above (0.2); confer with Mr. Jobe regarding DISCO pricing (0.2); call with Mr. Jobe regarding [REDACTED] (0.5); analyze documents pertaining to [REDACTED] [REDACTED] (0.4); meeting with Mr. Sode to discuss protocol and next steps in terms of document review (0.5); meeting with review team to establish game plan for document review (0.9);	3.90	\$780.00

		review the Motion for Relief from Stay filed by Citizens Bank, add hearing details to the calendar, maintain filings in the case file (0.2).		
08/01/2024	ADL	Meet with Mses. Gillaspie, Rastegar and Lopez regarding upcoming document review.	0.50	\$150.00
08/01/2024	PCS	Case team meeting with Ms. Gillaspie to strategize document review process for implementation by eDiscovery team.	0.40	\$140.00
08/01/2024	MAL	Attend team meeting to discuss document review.	0.50	\$150.00
08/02/2024	WG	Discuss database with Lino Gonzales at Pinnacle (0.3); quality check of link containing zip files confirmed for review on DISCO (0.5); email to Mr. Gonzales the above for ingest (0.1).	0.90	\$180.00
08/02/2024	PCS	Begin analyzing legal authorities relevant to [REDACTED] claims to synthesize potential claims [REDACTED]	1.90	\$665.00
08/04/2024	WG	Review motion and ensure deadlines calendared (0.4); perform quality check of link received from HJ containing various related bankruptcy cases and adversary proceedings, maintain in case file (0.8); analysis of documents and prepare outline, identify corrupted and missing files, perform transfer to case file ahead of revising Document Index (3.2).	4.40	\$880.00
08/04/2024	AD	Attention to status and next steps.	0.20	\$90.00
08/05/2024	WG	Review Trustee's Amended Notice of Hearing and revise the calendar accordingly, make note of dual hearings on both calendar entries (0.2); review and maintain attorney call notes regarding plan for assessing claims [REDACTED] (0.1); complete extensive analysis of documents, identify corrupted and missing files, download files received from client and transfer to case file ahead of revising Document Index (3.0).	3.30	\$660.00
08/05/2024	PCS	Analyze legal authorities relevant to [REDACTED] [REDACTED] (5.1).	8.80	\$3,080.00
		Begin drafting and writing case overview and potential claims memo for circulation to document review team (3.7)		
08/05/2024	AD	Teams meeting with Messrs. Jobe and Rae regarding document review and analysis plan.	0.50	\$225.00
08/05/2024	AD	Exchange emails with Mr. Jobe regarding hearing date on motion to compel Rabo.	0.20	\$90.00
08/06/2024	PCS	Analyze legal authorities relevant to [REDACTED] [REDACTED] defendants (3.7).	8.40	\$2,940.00
		Draft and revise comprehensive case overview and document		

		review memorandum to incorporate above claims (4.7).		
08/06/2024	WG	Perform comparison of documents reviewed with Mr. Ries's list and confirm documents on database, search for loan ledgers (0.9); analyze additional documents received from the client for chart revisions (1.2); draft chart listing all parties and counsel of record (2.2).	4.30	\$860.00
08/06/2024	ADL	Review and respond to correspondence from Ms. Gillaspie regarding document review; confer with Mses. Gillaspie and Lopez regarding document review.	0.30	\$90.00
08/06/2024	AD	Review emails from Mr. Cass regarding documents.	0.20	\$90.00
08/07/2024	PCS	Draft and revise comprehensive case overview, potential claims, and document review memorandum by adding additional arguments and legal authorities throughout (1.9).  Analyze legal authorities governing [REDACTED] [REDACTED] [REDACTED] (2.4).	4.30	\$1,505.00
08/07/2024	WG	Review documents marked relevant [REDACTED] (2.8); email to Rick Cass and team with the above (0.2).	3.00	\$600.00
08/07/2024	ADL	Correspondence with Ms. Gillaspie regarding client research request; research database for requested loan documents.	1.80	\$540.00
08/07/2024	AD	Analysis of case memorandum.	0.50	\$225.00
08/07/2024	AD	Exchange emails with Mr. Jobe regarding status.	0.20	\$90.00
08/08/2024	WG	Call with Hudson Jobe confirming our team's review of Rabo's production and provide highlight excerpt of index (0.2); prepare Rabo's full production for ingest on to DISCO and confirm with review team (0.3); revise the Case Document Index to highlight documents currently under review (0.4); review and respond to the email from Rick Cass regarding Rabo documents, for [REDACTED] Rick Cass for reference (0.2); organize and identify by bates ranges documents relevant to specified loan ledgers (0.9); prepare detailed email to Rick Cass providing the above (0.3); continue analyzing documents and revising the Master Index (4.4).	6.70	\$1,340.00
08/08/2024	ADL	Correspondence with Ms. Gillaspie regarding client research request; research loan documents in document database.	0.80	\$240.00
08/09/2024	PCS	Prepare for and participate in strategy and analysis conference call with Messrs. Dabdoub and Jobe (0.9).  Analyze legal authorities relevant to application [REDACTED] [REDACTED] (2.2).	3.10	\$1,085.00



08/09/2024	AD	Teams call with Messrs. Jobe and Sode regarding potential claims.	0.50	\$225.00
08/11/2024	WG	Continue revising Master Index of case documents.	1.00	\$200.00
08/12/2024	WG	Call with Rick Cass regarding case documents and document review (0.5); draft detailed chart outlining documents on DISCO and on the Master Index (1.5); determine file size of all CFSB and Mechanics Bank statements via file conversion (0.8); review and respond to email from Hudson Jobe regarding review of bank statements (0.2); perform comparison of documents on OneDrive with what has been downloaded to ensure all files successfully transferred, identify errors and prepare bank statements from CFSB and Mechanics Bank for ingest to DISCO (1.9); continue revising the Master Index (0.5).	5.40	\$1,080.00
08/12/2024	AD	Edit claims memorandum.	0.50	\$225.00
08/13/2024	WG	Perform quality check of bank statements from CFSB and Mechanics Bank, email to Pinnacle for ingest (0.5); email to Rick Cass regarding the ingest and forwarding DISCO search manual (0.2); complete list of parties and counsel with excerpts based on importance, circulate to team for reference (1.1).	1.80	\$360.00
08/13/2024	PCS	Case team meeting to identify key defendants for focus during document review process (0.2).	0.40	\$140.00
		Email correspondence with case team regarding document review issues and strategy (0.2).		
08/14/2024	WG	Continue updates to the Master Index based on document review, begin extensive analysis of files received from Lain Faulkner to identify download errors in comparison with the links and files on OneDrive, determine empty folders and duplicates, revise the index accordingly (6.9); call with Rick Cass regarding DISCO database and document review (0.5); document discussions with Mr. Sode (0.4); meeting with team regarding status update of document review (0.5); review and respond to email from Mr. Jobe providing status update (0.1).	8.40	\$1,680.00
08/14/2024	PCS	Prepare for and participate in strategy meeting with case team regarding document review project management and next steps (1.4).	3.30	\$1,155.00
		Analyze substantive information about potential legal claims [REDACTED] (1.9).		
08/14/2024	AD	Meeting with team regarding document review and tagging.	0.50	\$225.00
08/14/2024	ADL	Meet with Messrs. Dabdoub and Sode and Ms. Gillaspie regarding	0.60	\$180.00